

## **Exhibit L**

## EXECUTION VERSION

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into on December 23, 2016, but is effective as of the Closing Date, by and between Three Palms Holdings, LLC, a Florida limited liability company (“**Assignor**”), and La Tropical Holdings B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) organized under the laws of the Netherlands and having its principal offices located at Tweede Weteringplantsoen 21, 1017 ZD Amsterdam, The Netherlands, in its capacity as the General Partner of La Tropical Holdings C.V., a commanditaire vennootschap organized under the laws of the Netherlands (“**Assignee**”) (Assignor and Assignee are each hereinafter referred to as a “**Party**,” and collectively, as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Contribution Agreement (as defined below).

WHEREAS, the Parties have entered into that certain Contribution and Sale Agreement, dated as of December 23, 2016 (the “**Contribution Agreement**”), pursuant to which, on the terms and subject to the conditions set forth in the Contribution Agreement, Assignor agreed to contribute, convey, transfer, assign and deliver to Assignee at the Closing, free and clear of any Liens, all of Assignor’s right, title and interest in, to and under the Contributed IP Assets; and

WHEREAS, Assignee wishes to acquire and accept all of Assignor’s right, title and interest in, to and under the Contributed IP Assets, and Assignor wishes to convey, transfer, assign and deliver to Assignee all of such right, title and interest in, to and under the Contributed IP Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and the Contribution Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Transfer of Contributed IP Assets.** Assignor does hereby irrevocably contribute, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in, to and under the Contributed IP Assets (including, for the avoidance of doubt, all goodwill associated therewith), free and clear of all Liens throughout the universe and all rights corresponding thereto, together with all income, royalties or payments now or hereafter due or payable in relation to the Contributed IP Assets and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Contributed IP Assets, (b) claim priority under United States law or international convention with respect to the Contributed IP Assets, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present, and future infringement, dilution or other violation of the Contributed IP Assets, and (d) grant licenses or other interests in and to the Contributed IP Assets.

**2. Subject to Contribution Agreement.** Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

**3. Authorization.** Assignor does hereby authorize and request the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the copyrights included in the Contributed IP Assets (including those listed on Attachment A), and (b) Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to

record Assignee as assignee and owner of the entire right, title and interest in and to the patents and trademarks included in the Contributed IP Assets (including those listed on Attachment A).

**4. Electronic Transfer, Transfer Forms; Further Assurances.** Assignor agrees to cooperate with Assignee, at Assignee's cost, to promptly transfer the domain names included in the Contributed IP Assets (including those listed on Attachment A) electronically from Assignor's account, as applicable, to Assignee's account (such that Assignee will be listed as the registrant of such domain names in the WHOIS database).

**5. Further Assurances.** Assignor does hereby covenant and agree with Assignee to execute and deliver to Assignee and any successors or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Contributed IP Assets, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the patents and trademarks included in the Contributed IP Assets with the United States Patent and Trademark Office and the copyrights included in the Contributed IP Assets with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar. In the event that Assignor fails to execute such documentation or take such actions within (5) Business Days after a written request, Assignor hereby irrevocably appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor, as Assignor's attorney-in-fact, to execute and record such documentation or take such actions.

**6. Miscellaneous.** This Assignment shall be subject to all applicable provisions of Article 10 of the Contribution Agreement. This Assignment will be null and void upon termination of the Contribution Agreement in accordance with its terms.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, each Party has caused this Assignment to be duly executed on its behalf as of the day and year first above written but effective as of the Closing Date.

**THREE PALMS HOLDINGS,  
LLC:**

By: 

Name: Manuel J. Portuondo  
Title: Managing Member

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
                       )  
                       ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing Assignment was acknowledged before me this 22 day December, 2016 by Manuel J. Portuondo, the Managing Member of Three Palms Holdings, LLC, a Florida limited liability company. He/she is personally known to me or has produced Fla. Drivers License as identification. P635 550663880

Notary:

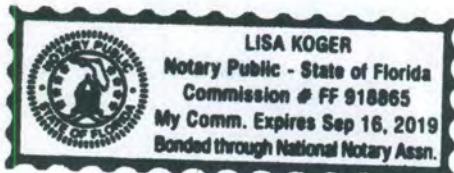
Lisa Koger

Print

Name: Lisa Koger

[NOTARIAL SEAL]

Notary Public, State of Florida  
My commission expires:



[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each Party has caused this Assignment to be duly executed on its behalf as of the day and year first above written but effective as of the Closing Date.

**LA TROPICAL HOLDINGS B.V.,  
in its capacity as the General  
Partner of LA TROPICAL  
HOLDINGS C.V.:**

By: 

Name: *M. v. T. Benson*  
Title: *proxy holder*

  
*G.F. Keween*  
*proxy holder*

[Signature Page to Intellectual Property Assignment Agreement]

**Attachment A****Trademarks**

<b>Mark</b>	<b>Record Owner</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>	<b>Jurisdiction</b>
TROPICAL	Three Palms Holdings, LLC	Reg. No. 1,788,369	August 17, 1993	United States
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 3,582,867	March 3, 2009	United States
LA PRIMERA CERVEZA CUBANA	Three Palms Holdings, LLC	Reg. No. 3,579,728	February 24, 2009	United States
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 2,520,538	December 18, 2001  (Cancelled September 19, 2008)	United States
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 2,463,216	June 26, 2001  (Cancelled March 29, 2008)	United States
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 3,590,527	March 17, 2009  (Cancelled October 23, 2015)	United States
TRANQUILO CON TROPICAL	Three Palms Holdings, LLC	Reg. No. 2,502,431	October 20, 2001  (Cancelled August 2, 2008)	United States
CRISTAL MALTA TROPICAL	Three Palms Holdings, LLC	Reg. No. 2,664,974	December 24, 2002  (Cancelled May 25, 2006)	United States
CRISTAL	Three Palms Holdings, LLC	Reg. No. 2,407,138	November 21, 2000  (Cancelled May 3, 2006)	United States

LA PRIMERA CERVEZA CUBANA	Three Palms Holdings, LLC	Reg. No. 2,453,571	May 22, 2001 (Cancelled March 1, 2008)	United States
SANTIAGO	Three Palms Holdings, LLC	Serial No. 86193767	February 14, 2014 (Abandoned April 20, 2015)	United States
CUBANITA	Three Palms Holdings, LLC	Serial No. 86138496	December 9, 2013 (Abandoned January 16, 2015)	United States
MALTA CRISTAL LA TROPICAL	Three Palms Holdings, LLC	Serial No. 77934224	February 12, 2010 (Abandoned March 5, 2012)	United States
CRISTAL	Three Palms Holdings, LLC	Serial No. 77520192	July 11, 2008 (Abandoned July 23, 2010)	United States
LA PREFERIDA DE CUBA	Three Palms Holdings, LLC	Serial No. 77520184	July 11, 2008 (Abandoned June 16, 2010)	United States
LA PREFERIDA DE CUBA	Three Palms Holdings, LLC	Serial No. 76620183	November 12, 2004 (Abandoned December 21, 2006)	United States
LA PREFERIDA DE CUBA	Three Palms Holdings, LLC	Serial No. 76540555	August 13, 2003 (Abandoned November 11, 2004)	United States
CERVEZA PALMA CRISTAL LA PREFERIDA DE CUBA	Three Palms Holdings, LLC	Serial No. 76620184	November 12, 2004 (Abandoned October 4, 2006)	United States

CERVEZA PALMA CRISTAL LE PREFERIDA DE CUBA	Three Palms Holdings, LLC	Serial No. 76540556	August 13, 2003  (Abandoned November 11, 2004)	United States
DO YOU BABALU?	Three Palms Holdings, LLC	Serial No. 76176010	December 5, 2000  (Abandoned April 25, 2002)	United States
CUBA'S FIRST BEER	Three Palms Holdings, LLC	Serial No. 75643689	February 18, 1999  (Abandoned April 19, 2003)	United States
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 98764090	December 14, 1998	France
TROPICAL	Three Palms Holdings, LLC	Reg. No. 302008901653545	June 12, 2000	Italy
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 577526	March 17, 2003	Canada
TROPICAL	Three Palms Holdings, LLC	Reg. No. 31,640	August 21, 1992  (Abandoned)	Puerto Rico
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Reg. No. 30421618	December 9, 2004  (Cancelled May 1, 2014 )	Germany
CERVEZA LA TROPICAL	Three Palms Holdings, LLC	Serial No. 2184339	Abandoned	United Kingdom

### Copyrights

Title	Record Owner	Application or Registration Number	Application or Registration Date	Jurisdiction
Cerveza La Tropical label design	Three Palms Holdings, LLC	VA0001005951	July 12, 1999	United States

Tropical design	Three Palms Holdings, LLC	VAU000472139	July 12, 1999	United States
Malta Cristal label design	Three Palms Holdings, LLC	VA0001082676	January 8, 2001	United States

### **Domain Names**

www.cervezatropical.com
www.cervezatropical.com

### **Trade Name**

“Cerveceria La Tropical” (previously used by Assignor in connection with its business in Miami, Florida)

*MIA 185654995v1*